

## GÜDEL GROUP GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

(Version 9/2019)

### 1. General

- 1.1. These General Terms and Conditions for the Provision of Services apply to all orders placed with Affiliated Companies of the GÜDEL Group, i.e. worldwide with any direct or indirect subsidiary company of the GÜDEL Group AG, Gaswerkstrasse 26, CH-4900 Langenthal, Switzerland, ("GÜDEL") for the provision of services and works of any kind (referred to below as "Services"). The GÜDEL GROUP GENERAL CONDITIONS OF SALE (VERSION: 2/2019) additionally apply to the delivery of goods and products such as equipment, machines, components, modules and spare parts.
- 1.2. The customer's additional or different conditions, in particular the customer's general terms and conditions for purchasing shall not apply. They only become part of the contract if GÜDEL has specifically accepted them separately in writing.

### 2. Object of the Services

- 2.1. The equipment systems and the control systems defined in the Service Agreement are the sole object of the Services provided by GÜDEL.

### 3. Services

- 3.1. The specific Services to be provided by GÜDEL are defined in the Service Agreement. To the extent that the Services are only listed in principle, but not in detail, GÜDEL shall determine the content at its own diligent discretion.
- 3.2. GÜDEL undertakes to ensure that all Services are provided by trained specialist personnel with the necessary diligence, having due regard to the customary principles of the industry and also in compliance with the applicable statutory provisions and is likewise entitled in that context to call upon third parties to perform the contract. The risk of use of the equipment which is to be maintained or repaired rests with the customer.
- 3.3. For the purpose of the provision and performance of Services, GÜDEL is an independent entrepreneur and not the representative or employee of the customer. The relationship between employer and employee does not exist between the customer and a GÜDEL employee. No GÜDEL employees are made available to the customer unless that has been expressly agreed between the parties. In addition, the customer acknowledges the fact that the GÜDEL employees who are seconded to him are solely employees of GÜDEL.
- 3.4. The Services are performed by GÜDEL at the Service intervals stated in the Service Agreement. If no such service interval is indicated, GÜDEL shall maintain the equipment at intervals of time which are regarded as reasonable at its own diligent discretion.
- 3.5. If GÜDEL finds during the lifetime of the Service Agreement that additional Services are needed, GÜDEL shall notify that fact to the customer and submit an offer to him to supplement or extend the Service Agreement.
- 3.6. Remote Service does not replace ordinary maintenance.
- 3.7. Fault tracing time is treated as working time even if a repair cannot be performed for reasons that are not attributable to GÜDEL, for instance because a fault message does not occur, a fault cannot be detected or spare parts cannot be procured.

### 4. Place of performance

- 4.1. The place of performance of GÜDEL Services is the site of the equipment systems and control systems defined in the Service Agreement. For remote Services, the place of performance is the place from which GÜDEL has electronic (remote) access to the equipment.
- 4.2. If the provision of remote maintenance Services by GÜDEL is agreed, the customer undertakes to give GÜDEL appropriate data access (corporate network, modem, etc.) or to assist GÜDEL in setting up remote access

## GÜDEL集团服务提供通用条款和条件

(版本 9/2019)

### 1. 总则

- 1.1. 本服务提供通用条款和条件适用于向GÜDEL集团的关联公司下达的所有关于提供任何类型的服务和工作（“服务”）的订单。GÜDEL集团的关联公司系指全球范围内与位于Gaswerkstrasse 26, CH-4900 Langenthal, Switzerland的GÜDEL Group AG（“GÜDEL”）存在直接或间接关系的子公司。此外，GÜDEL集团通用销售条款（版本：2/2019）适用于设备、机器、组件、模具和备件等货物和产品的交付。
- 1.2. 客户的附加条件或不同条件，尤其是客户的通用采购条款和条件应不得适用。如GÜDEL已以书面形式明确接受上述条款和条件，则其应仅构成该合同的一部分。

### 2. 服务对象

- 2.1. 服务协议中定义的设备系统和控制系统应构成GÜDEL所供服务的唯一对象。

### 3. 服务

- 3.1. 由GÜDEL提供的具体服务见服务协议。如服务并未被详细列明而仅做出原则性约定的，则GÜDEL应酌情确定服务内容。
- 3.2. GÜDEL承诺确保所有服务将由训练有素的专业人员在作出必要勤勉努力，适当考虑一般行业准则以及遵循适用的法定条文的基础上提供，且此时同样有权要求由第三方履行合同。须维护或修理的设备使用风险应由客户承担。
- 3.3. 为提供和履行服务之目的，GÜDEL应作为独立企业家而非客户的代表或雇员。客户与GÜDEL雇员之间不存在雇主-雇员关系。除非双方之间已达成明确约定，否则不得向客户提供任何GÜDEL雇员。此外，客户确认借调给客户的GÜDEL雇员应仅作为GÜDEL雇员。
- 3.4. 服务应由GÜDEL按服务协议中载明的服务期间履行。如未载明服务时间间隔，则GÜDEL应按其酌情认为合理的时间期间对设备进行维护。
- 3.5. 如GÜDEL在服务协议有效期内发现须提供额外服务，则GÜDEL应通知客户该事实并向其提供报价，以补充或延长服务协议。
- 3.6. 远程服务不会取代一般维护服务。
- 3.7. 故障追踪时间应视为工作时间，即使是在非因GÜDEL原因（例如未发送故障信息、无法识别故障或无法获得备件）导致无法实施修理的情形下。

### 4. 履行地点

- 4.1. GÜDEL服务的履行地点应为服务协议项下设备系统和控制系统的所在地。就远程服务而言，履行地点应为GÜDEL通过电子（远程）方式访问设备的地点。
- 4.2. 如同意GÜDEL提供远程维护服务，则客户承诺向GÜDEL提供适当的数据访问权限（公司网络、调制解调器等）或协助GÜDEL设置独立于客户网络的远程访问。

which is independent from the customer's network.

## 5. Remuneration and price adjustments

- 5.1. For the provision of the Services, the customer shall pay GÜDEL the flat rate sum defined in the Service Agreement or the agreed remuneration based on costs incurred as agreed in the Service Agreement. The payment terms are stipulated in the Service Agreement.
- 5.2. As far as possible, the likely repair/assembly price is notified to the customer in the repair/assembly offer, failing which the customer can impose cost limits. If the repair/assembly cannot be performed within these costs, or if GÜDEL deems the performance of additional work to be necessary during repair/assembly, the customer's consent must be obtained if the stated costs will be exceeded by more than 15%. If a cost estimate with binding price rates is required before the repair/assembly is performed, a specific request to that effect must be made. Unless otherwise agreed, any such cost estimate is only binding if it is supplied in writing. Remuneration shall be based on the time required to perform the work. The Services needed to provide the cost estimate will not be invoiced to the customer in so far as they can be utilised during performance of the repair/assembly work.
- 5.3. Services or spare parts that are not included in the flat-rate remuneration will be invoiced separately to the customer on the basis of the expenditure actually incurred. The currently valid prices of GÜDEL shall apply in each case. For the delivery of equipment, machines, components, modules and spare parts, the GÜDEL GROUP GENERAL CONDITIONS OF SALE (VERSION: 2/2019) shall likewise apply.
- 5.4. GÜDEL reserves the right to automatically adjust the agreed remuneration each year to inflation and in the event of any extensions of the equipment, extension of the scope of software functions, changes to the scope of Service provision, to increase remuneration by an appropriate amount. GÜDEL shall inform the customer in writing of any increases in its prices. The customer may give notice to terminate the Service Agreement by respecting a one month's notice period to the end of a month if he does not agree with the price increase.
- 5.5. Offsetting or retention by the customer against GÜDEL's claims to remuneration is permitted only if the due counterclaim has been established in a legally enforceable manner or is not contested.
- 5.6. In the event of any delay by the customer in settling claims to remuneration that have fallen due or in performing duties of participation and information based on Sec. 12, GÜDEL shall be entitled to decline to provide Services within 3 calendar days of sending a written warning.

## 6. Duration and termination of the contract

- 6.1. The duration of the contract and the procedures for its termination shall be guided by the provisions of the relevant Service Agreement.
- 6.2. If no other duration is defined in the Service Agreement, this shall run for an indefinite period and may be terminated by either party by giving three (3) months' advance written notice to the end of a year.
- 6.3. The right to terminate the contract for important reasons still stands.
- 6.4. The contract ends automatically when the equipment is permanently decommissioned.

## 7. Acceptance and warranty

- 7.1. The customer is obliged to accept the repair/assembly Service as soon as its completion has been notified to him and any agreed trial of the object which has undergone repair/assembly has taken place unless the repair/assembly Service shows a defect which restricts its usability. If the acceptance which is to be decided by the customer is delayed through no fault of GÜDEL, it shall be deemed to have taken place no later than upon the expiry of two weeks after notification of completion of the repair/assembly. Acceptance is likewise deemed to have taken place as soon as the customer makes use of the repaired object.
- 7.2. In the case of repairs and consultancy, GÜDEL gives no guarantee that a system or equipment will function faultlessly and without interruption.
- 7.3. If GÜDEL fits spare parts or if GÜDEL performs an upgrade, GÜDEL gives a warranty for a 12 months period after the date of delivery. In respect of an upgrade, the warranty refers solely to the extension of the system

## 5. 报酬和价格调整

- 5.1. 就服务提供而言，客户应向GÜDEL支付服务协议中规定的统一费率金额或基于服务协议中约定的费用所确定的约定报酬。付款条件见服务协议。
- 5.2. 可能的修理/装配价格将会在修理/装配报价中，应尽可能地告知客户，否则客户可施加费用限制。如在此等费用范围内无法实施修理/装配，或如GÜDEL认为在修理/装配期间须执行额外的工作，则在实际费用超过规定费用15%的情形下，必须获客户同意。如在进行修理/装配之前须提供成本估算和约束性费率，则必须对此提出具体要求。除非另有约定，否则任何此等成本估算仅在以书面形式提供时方具有约束力。报酬应以完成工作所需的时间为依据。需提供成本估算的服务在其能够为实施修理/装配工作所利用的范围内将不会向客户开票请求。
- 5.3. 未包含在统一费率报酬中的服务或备件应根据实际发生的费用单独向客户开票请求。GÜDEL的现行价格标准应在各个情形下适用。就设备、机器、组件、模具和备件的交付而言，GÜDEL集团通用销售条款（版本：2/2019）应同样适用。
- 5.4. GÜDEL保留每年根据通货膨胀情况自动调整约定报酬的权利，以及在设备扩展、软件功能范围扩展、服务提供范围变更的情形下适当增加报酬的权利。GÜDEL应就其价格的任何上涨以书面形式通知客户。如客户不同意涨价，则其可提前一（1）个月发送通知终止服务协议。
- 5.5. 只有在以法律上可强制执行的方式提起正当反诉，或在正当反诉不存在争议的情形下，客户才可允许就GÜDEL要求报酬的主张进行抵销或扣留。
- 5.6. 如客户未依据第12条按时解决已到期的报酬索赔，或未按时履行参与和信息职责，则GÜDEL有权在发出书面警告后三（3）个日历日内拒绝提供服务。

## 6. 合同期限和终止

- 6.1. 合同期限以及合同终止程序应以相关服务协议的规定为准。
- 6.2. 如服务协议未规定其他期限，则该期限应为无限期，任何一方可在截至任何年度结束前三（3）个月发送书面通知终止服务协议。
- 6.3. 因重要原因终止合同的权利仍然有效。
- 6.4. 合同应在设备永久退役时自动终止。

## 7. 验收和保证

- 7.1. 除非修理/装配服务存在限制其可用性的缺陷，否则客户有义务在被告知修理/装配服务已完成且已被修理/装配的对象进行任何约定试验后尽快对修理/装配服务进行验收。如客户决定的验收非因GÜDEL的过错而发生延期，则该验收应视为已在不迟于修理/装配完成通知后两（2）周内完成。同样，在客户使用经修理的物品的情况下应视为已完成验收。
- 7.2. 在发生修理和咨询的情形下，GÜDEL不保证系统或设备能够无故障、无中断地运行。
- 7.3. 如GÜDEL安装了备件或进行了升级，则GÜDEL提供的质保期限为交货日期后十二（12）个月。就升级而言，保修仅指通过升级实现的

functions achieved by the upgrade.

系统功能扩展。

- 7.4. In the event of the provision of a Service or supply of an update, GÜDEL gives a warranty of professional and diligent performance for a period of 12 months after completion of the particular Service provision or after delivery of the update.
- 7.4. 在提供服务或更新的情形下，GÜDEL提供的专业和勤勉的性能保证期间为在特定服务提供完成或更新交付后十二（12）个月。
- 7.5. GÜDEL gives no warranty for wear parts.
- 7.5. GÜDEL对易损件不提供保修服务。
- 7.6. Faults or defects which are detected during the warranty period must be notified immediately and in writing (including by fax and e-mail) to the GÜDEL Service Call Desk. Defects will be remedied within a reasonable period of time at GÜDEL's discretion.
- 7.6. 保修期内发现的故障或缺陷必须立即以书面形式（包括通过传真和电子邮件）通知GÜDEL服务呼叫台。缺陷应在GÜDEL酌情决定的合理期限内进行补救。
- 7.7. The term "Fault/Defect" means (1) deviation from the characteristics agreed in the particular specification for the delivery of hardware or software and (2) in the case of Services, non-professional performance or performance without due care.
- 7.7. “故障/缺陷”一词系指(1)偏离硬件或软件交付特定规范要求中约定的特性，以及(2)就服务而言，未以专业形式履行服务或未在履行服务期间给与应有注意。
- 7.8. If GÜDEL is unable to remedy a fault/defect even after having been allowed a reasonable period of grace, the customer is entitled to dispense with the repair and seek an appropriate reduction of the remuneration for the particular Service. The appropriate reduction amounts to not more than 20% of the annual remuneration for the Service for which GÜDEL was unable to successfully provide the warranty for reasons that are entirely attributable to GÜDEL.
- 7.8. 如GÜDEL在获得合理宽限期后仍无法补救故障/缺陷，则客户有权要求免除修理，并要求适当降低特定服务的报酬。适当的扣减金额不得超过GÜDEL完全因其自身原因而无法成功提供保修的服务的年度报酬的20%。
- 7.9. All defects and damage that were not demonstrably caused by flawed materials, defective design or defective performance are excluded from the warranty, as too are those which are attributable to unprofessional operation or use, normal wear and tear or external influences such as faults in devices made by other manufacturers or unprofessional interventions and modifications made by the customer or by third parties who were not authorised by GÜDEL.
- 7.9. 所有并非因缺陷材料、设计不当或不当性能而造成的缺陷和损坏、因非专业操作或使用、正常磨损或外部影响（如其他制造商制造的设备故障，或客户或未经GÜDEL授权的第三方进行的非专业干预和修改）而造成的缺陷和损坏均不在保修范围内。
- 7.10. In respect of defects/faults in the performance of the Service Agreement (including these Terms and Conditions) the customer has no rights and claims other than those that are specifically referred to in Secs. 7.1 to 7.9.
- 7.10. 就履行服务协议（包括本条款和条件）期间发现的缺陷/故障而言，除第7.1条至第7.9条中明确提及的权利和索赔外，客户不享有任何其他权利且不得提出任何其他索赔。

## 8. Liability

## 8. 责任

- 8.1. GÜDEL is liable for the careful performance of the contractual obligations under the Service Agreement.
- 8.1. GÜDEL有责任认真履行服务协议项下的合同义务。
- 8.2. No guarantee is given for the availability of the equipment.
- 8.2. GÜDEL未对设备的可用性提供任何保证。
- 8.3. GÜDEL's liability is confined to the damage that has actually occurred but to not more than 20% per calendar year of the flat-rate overall remuneration for one year under the Service Agreement.
- 8.3. GÜDEL的责任仅限于实际发生的损害，但每个历年不超过服务协议中规定的年度统一费率总报酬的20%。
- 8.4. Any further liability of GÜDEL, in particular liability for indirect damage and consequential damage such as loss of profit and loss of production as well as for consultancy extending beyond the Services defined in the Service Agreement, is excluded – with the exception of the cases referred to in Sec. 8.5.
- 8.4. GÜDEL并不承担任何进一步责任，尤其是对间接损害的责任（如利润损失和生产损失）以及对超出服务协议项下服务范围的咨询责任，但第8.5条中提及的情形除外。
- 8.5. The limitation does not apply to the extent that GÜDEL's liability is obligatory, in particular in the event of deliberate unlawful intent or gross negligence on the part of GÜDEL and its employees or of third parties who are involved in the performance of the contract, malicious failure to disclose a defect, direct claims arising from personal injury or death or in the context of GÜDEL's binding liability under the applicable Product Liability Act.
- 8.5. 如GÜDEL的责任具有义务性质，尤其是在GÜDEL及其雇员或参与合同履行的第三方存在故意非法意图或重大过失、故意不披露缺陷、因个人伤亡提出直接索赔或GÜDEL须依据适用的产品责任法承担约束性责任的情形下，该限制应不适用。

## 9. Cessation of GÜDEL's obligation to provide Services

## 9. 停止GÜDEL提供服务的义务

GÜDEL retains the right to cease to provide Services if the customer fails to discharge normal duties of care and maintenance of the equipment systems and control systems that are to be maintained in compliance with the manufacturer's specifications; if the customer fails to comply with the operating instructions of the system manufacturer or those of GÜDEL; or if the customer does not comply in a timely manner with his duties of participation and information under the Service Agreement; if the object of the provision of service (equipment systems and control systems) is modified, maintained or repaired by the customer or by third parties retained by him without GÜDEL's prior written consent; if the safety of GÜDEL's employees is not guaranteed when the Services are provided; if the software defined in the Service Agreement or its conditions of use and operation are changed by the

如发生以下情形，则GÜDEL有权保留停止提供服务的权利：客户未按制造商的规范要求对设备系统和控制系统履行正常的维护和保养职责；客户未遵守系统制造商或GÜDEL的操作说明；或客户未及时履行其在服务协议项下的参与和信息职责；未经GÜDEL事先书面同意，客户或其聘用的第三方对服务对象（设备系统和控制系统）实施修改、维护或修理；提供服务时无法保证GÜDEL雇员的安全；在双方并未就服务协议达成书面补充协议的情况下，客户更改了服务协议中定义的软件或其使用和操作条件。

customer without a written supplement to the Service Agreement having been concluded on this matter between the parties.

## 10. Force majeure

GÜDEL is entitled to temporarily suspend performance of its contractual obligations if such performance is rendered impossible or unacceptably difficult by the following circumstances: labour conflicts and all circumstances beyond the control of the parties such as fire, volcanic eruption, explosion, war, acts of terrorism, general mobilisation, rebellion, requisition, confiscation, embargo, energy supply limitations, failure of the Internet for which GÜDEL is not responsible together with defective or late deliveries by the customer's sub-contractors or by GÜDEL because of the circumstances listed in this section. The parties are entitled to terminate the Service Agreement by giving written notice to the other party if the cessation of performance of the Service Agreement pursuant to this section lasts for more than six months.

## 11. Customer's duty to reduce maintenance and limit damage

- 11.1. The customer has a duty to assure normal daily maintenance of his equipment systems and control systems.
- 11.2. The customer is required to comply at all times with the operating instructions of the system manufacturer or with those of GÜDEL.
- 11.3. The customer bears sole responsibility for the administration of his databases, networks and operating systems and for the regular backup and storage of his data.
- 11.4. If a risk of accident or damage is detected, the customer must take all measures necessary to minimise the damage.
- 11.5. GÜDEL shall report detected hazards and any requirement for the equipment to be shut down to the customer within a reasonable period. If the customer fails to comply with the recommendation made by GÜDEL, he shall bear the operational risk and grant a complete release to GÜDEL.

## 12. Customer's duty of participation and information

- 12.1. To enable GÜDEL to perform its duties under the Service Agreement, it is imperative for the customer to cooperate with GÜDEL and give GÜDEL appropriate on-site assistance (working and auxiliary resources, energy, water, compressed air, protection devices, operating personnel, etc.), together with such information and data as have or may have a substantial influence on the Services to be performed by GÜDEL. Exceptional phenomena and occurrences (e.g. unusual noises, extreme wear or marks caused by operation, deformation or damage) to the equipment shall be reported without delay by the customer.
- 12.2. The customer shall keep an equipment protocol in which all faults (in particular date, symptom, down time), special findings and events are to be noted. The customer shall make the equipment protocol together with protocols of system printers available to GÜDEL upon the latter's first request.
- 12.3. GÜDEL shall assure updating of the specific documentation for the equipment to the extent that this is agreed in the Service Agreement and shall keep a copy of the specific documentation for the equipment.
- 12.4. The customer undertakes to give GÜDEL unrestricted access to the parts of the equipment which are to be maintained for the duration of the Service Agreement at the agreed times and to keep the assembly locations clean. Shutdown times shall be determined in advance with the customer.
- 12.5. The customer shall ensure that the Services to be provided by GÜDEL are not performed under hazardous conditions or under conditions that endanger health and he must take all necessary measures to protect GÜDEL's personnel against safety and health risks. The customer shall inform GÜDEL's personnel of all safety provisions applicable at the Service or maintenance site before work begins.
- 12.6. When work is to be performed outside normal operating hours or in hazardous areas, two (2) persons must be present at all times. If only one GÜDEL representative is present the customer must supply an additional person. Failing this, GÜDEL shall make that person available against a charge at its applicable rates.

## 10. 不可抗力

如下述情形下无法履行或难以履行合同义务，则GÜDEL有权暂时中止履行其合同义务：劳资冲突和双方无法控制的一切情形，如火灾、火山爆发、爆炸、战争、恐怖行为、一般动员、叛乱、征用、没收、禁运、能源供应限制、GÜDEL不负责的互联网故障以及客户分包商或GÜDEL因本条所列情形而发生的瑕疵交付或延迟交付。如依据本条停止履行服务协议的时间超过六(6)个月，则双方有权在向另一方发出书面通知后终止服务协议。

## 11. 客户减少维护和限制损害的责任

- 11.1. 客户有责任确保其设备系统和控制系统的正常日常维护。
- 11.2. 客户须始终遵守系统制造商或GÜDEL的操作说明。
- 11.3. 客户全权负责管理其数据库、网络和操作系统，且应定期备份和存储其数据。
- 11.4. 如检测到事故或损害风险，则客户必须采取一切必要措施将损害降至最低。
- 11.5. GÜDEL应在合理期限内向客户报告检测到的危险以及任何设备关闭要求。如客户未遵从GÜDEL的建议，则其应承担操作风险，并向GÜDEL授予完全豁免。

## 12. 客户的参与和信息职责

- 12.1. 为使GÜDEL履行其在服务协议项下的职责，客户必须与GÜDEL合作，并向GÜDEL提供适当的现场协助(工作和辅助资源、能源、水、压缩空气、保护装置、操作人员等)以及对GÜDEL履行服务具有或可能具有重大影响的信息和数据。客户应立即报告设备发生的异常现象和事件(如因操作、变形或损坏造成的异常噪音、极端磨损或标记)。
- 12.2. 客户应保存设备协议，并在其中记录所有故障(尤其是日期、症状、停机时间)、特殊发现和事件等信息。客户应在GÜDEL首次提出请求时，向GÜDEL提供设备协议和系统打印机协议。
- 12.3. GÜDEL应确保在服务协议包含有关规定的情形下，更新有关设备的具体文件资料，并保存其副本。
- 12.4. 针对须在服务协议有效期内进行维护的设备，客户承诺在约定时间允许GÜDEL不受限制地接触设备部件，并承诺保持装配位置清洁。停机时间应提前与客户确定。
- 12.5. 客户应确保GÜDEL提供的服务不会在危险条件下或在危及健康的条件下进行，且客户必须采取一切必要措施保护GÜDEL人员免受安全和健康风险的影响。客户应在工作开始前告知GÜDEL人员所有适用于服务或维护场地的安全规定。
- 12.6. 如工作在正常工作时间以外或在危险区域进行，则必须始终有两(2)名人士在场。如只有一(1)名GÜDEL代表在场，则客户必须另外安排一(1)名人士在场；否则，GÜDEL应按其适用费率安排另一人士在场并收取相关费用。

- 12.7. Any extraordinary data backup required as a result of the Services provided by GÜDEL shall be notified by GÜDEL and must be performed by the customer, for instance if a computer shutdown is needed. Responsibility for that performance and for data backup rests solely with the customer.
- 12.8. Additional costs incurred by GÜDEL because of non-performance or late performance of the customer's duties of participation and/or information shall be charged in full to the customer at GÜDEL's current prices.
- 12.9. The customer is required to accept the work that has been performed. Defects which do not significantly detract from the function and operation of the equipment are not an obstacle to acceptance. Both parties shall sign an acceptance protocol.
- 12.7. GÜDEL 应告知因其提供的服务而需要进行的任何特别数据备份，并且必须由客户来执行（例如，在需要关闭计算机时）。上述执行和数据备份责任完全由客户承担。
- 12.8. 因未履行或延迟履行客户参与和/或信息职责而导致 GÜDEL 发生的额外费用应按 GÜDEL 的现行价格标准全额向客户收取。
- 12.9. 客户须验收已完成的工作。不会严重影响设备功能和运行的缺陷不构成验收障碍。双方应签署验收协议。

### 13. Late performance of the Services

- 13.1. If GÜDEL fails to perform Services that are urgently necessary at the agreed or notified time and if GÜDEL has sole responsibility for such delay the customer must allow GÜDEL a reasonable period of grace within which GÜDEL shall perform the necessary Service work. If GÜDEL fails to comply with this requirement, the customer may arrange for the work to be done by a specialised third party. GÜDEL shall compensate the customer for the reasonable costs incurred by reason of performance of the Service by the third party. More far-reaching claims of the customer to compensation are specifically excluded (see Sec. 8).
- 13.2. A repair time specified by GÜDEL is in principle not binding unless its binding nature has been agreed by both parties.

### 13. 延迟履行服务

- 13.1. 如 GÜDEL 未能在约定或通知的时间提供急需的服务，且如 GÜDEL 须对该延误全权负责，则客户必须给予 GÜDEL 合理的宽限期；在该宽限期内，GÜDEL 应履行必要的服务工作。如 GÜDEL 未能遵守该要求，则客户可安排专业第三方完成有关工作。GÜDEL 应赔偿客户因第三方履行服务而发生的合理费用。客户的进一步索赔被明确排除在外（见第 8 条）。
- 13.2. 除非双方同意其具有约束力，否则 GÜDEL 规定的修理时间原则上不具有约束力。

### 14. Infringement of Third Party Intellectual Property Rights

- 14.1. In the event of a complaint on grounds of breach of the intellectual property rights of third parties at the agreed destination of the goods, GÜDEL shall take such measures as it deems necessary in order to assure that the customer has a source of supply which commits no infringement, e.g. by acquiring potential licence rights, redesigning the delivered goods or taking such other measures as GÜDEL considers necessary to assure that no goods which are in breach of the protected rights of third parties are delivered to the customer.
- 14.2. GÜDEL shall further indemnify the customer for all obligations, costs, prejudice, claims and expenditure (including court, attorneys or amicable settlement costs) which the customer incurs in connection with a claim or lawsuit of a third party against the customer or against his respective customers on the grounds that the goods or their use by the customer or by his respective customers infringe protected rights of any such third party.
- 14.3. GÜDEL is not liable to the extent that the breach is attributable to the fact that the goods were produced in compliance with the customer's indications and GÜDEL (while taking all reasonable precautionary measures) was unable to detect the fact that compliance with these instructions might lead to a breach of the protected rights of a third party.
- 14.4. The parties shall inform each other without delay of all actual or asserted breaches of third party rights which come to their attention. GÜDEL shall assist the customer with the investigation, defence against or processing of such claims, including the provision of all documents needed by the customer for his defence against the lawsuit.
- 14.5. If the customer selects his own legal counsel, GÜDEL's release likewise includes reasonable costs and charges associated with such representation. If the customer does not appoint his own legal counsel, the customer shall transfer to GÜDEL sole responsibility for leading the defence against such claims or lawsuits. If customer does not select its own legal counsel, customer will give GÜDEL sole conduct of the defence of any such claims or actions.

### 14. 侵犯第三方知识产权

- 14.1. 如因在约定货物目的地侵犯第三方知识产权而发生投诉事件，则 GÜDEL 应采取其认为必要的措施，确保客户拥有不涉及侵权的货源，例如通过获得潜在许可权、重新设计交付的货物或采取 GÜDEL 认为必要的其他措施，确保不向客户交付任何违反第三方受保护权利的货物。
- 14.2. GÜDEL 应就因第三方（以货物或客户或其各自客户对货物的使用侵犯任何第三方受保护权利为由）针对客户或其各自客户提出索赔或诉讼而导致客户发生的所有义务、费用、损害、索赔和支出（包括诉讼费、律师费或和解费用）向客户作进一步赔偿。
- 14.3. 如违约因货物按客户指示生产而导致，且 GÜDEL（在采取所有合理的预防措施的情况下）无法发现遵守此等指示可能导致违反第三方受保护权利的事实，则 GÜDEL 无须承担任何责任。
- 14.4. 双方应立即通知对方其知悉的所有实际或声称侵犯第三方权利的情形。GÜDEL 应协助客户调查、抗辩或处理此等索赔，包括提供客户对诉讼进行抗辩所需的所有文件。
- 14.5. 如客户选择其自己的法律顾问，则 GÜDEL 的豁免同样包括与该代理有关的合理费用和收费。如客户未指定其自己的法律顾问，则客户应将带领对此等索赔或诉讼进行抗辩的责任全部移交给 GÜDEL。如客户未选择其自己的法律顾问，则客户应允许 GÜDEL 全权对任何此等索赔或诉讼进行抗辩。

### 15. Ownership of documents and software

- 15.1. GÜDEL retains all rights in the drawings, plans, technical specifications, illustrations, calculations, brochures, catalogues, models, tools and other documentation or in the software made available to the customer unless the customer has specifically ordered and paid for their production. The customer acknowledges these rights and shall not make such documents or software available to third parties without GÜDEL's prior written consent or use them otherwise than for the agreed purpose.
- 15.2. If software forms part of the scope of supply, the customer is granted a

### 15. 文件和软件的所有权

- 15.1. GÜDEL 保留图纸、方案、技术规范、插图、计算、小册子、目录、模型、工具和其他文件资料或向客户提供的软件所附带的所有权利，除非客户已明确订购并支付其制作费用。客户确认此等权利，且未经 GÜDEL 事先书面同意，不得将此等文件或软件提供给第三方，且不得将其用于除约定目的以外的任何目的。
- 15.2. 如软件构成供应范围的一部分，则客户应被授予为约定目的使用软

non-exclusive and non-transferable right to use the software for the agreed purpose. Copies may only be made for archiving or debugging purposes or in connection with the exchange of a defective data carrier. Without GÜDEL's prior consent the customer is not authorised to update, extend, disassemble, decompile, decode or retro-develop the software. If these obligations are infringed, GÜDEL may cancel the right to use the software with immediate effect.

件的非排他性和不可转让的权利。副本仅可用于存档或调试目的，或仅在与交换有缺陷数据载体有关时才可制作副本。未经GÜDEL事先同意，客户无权对软件进行更新、扩展、反汇编、反编译、解码或反向开发等操作。如该等义务受到侵犯，则GÜDEL可立即撤销使用软件的权利。

## 16. Confidentiality

- 16.1. The parties shall refrain from disclosing to third parties and shall use exclusively for the performance of a particular order all confidential information which comes to their attention in the course of the business transactions with the other party, in particular technical information, business secrets and order details such as quantities, technical specifications, conditions of an order etc., together with all the resulting information.
- 16.2. GÜDEL shall ensure that all sub-contractors or sub-suppliers who access confidential information for the performance of the sub-contractor's order or for the purpose of supply have declared their agreement to be bound by these conditions.
- 16.3. The customer shall not, without GÜDEL's prior consent, publish the fact that he has entered into a contract with GÜDEL nor shall he use the business relationship with GÜDEL for advertising purposes.
- 16.4. The injured party is entitled to claim compensation and require the breach to cease. Payment of a contractual penalty does not release the infringing party from the obligation to continue to perform his duties as stipulated in this contract.

## 16. 保密条款

- 16.1. 双方不得向第三方披露其在与另一方进行商业交易过程中知悉的所有保密信息，尤其是技术信息、商业机密和订单详情（如数量、技术规格、订单条件等），以及由此产生的所有信息，且应仅将此等信息用于履行特定订单。
- 16.2. GÜDEL应确保所有为履行分包商订单或为供应目的而有权访问保密信息的分包商或次级供应商已声明其同意受此等条件之约束。
- 16.3. 未经GÜDEL事先同意，客户不得公布其已与GÜDEL签订合同的事实，亦不得将其与GÜDEL之间的业务关系用于广告宣传目的。
- 16.4. 受害方有权提出索赔并要求停止违约行为。支付约定违约金并不免除侵权方继续履行其在本合同项下职责的义务。

## 17. Protection of personal data

- 17.1. The parties may exchange personal data such as names, telephone numbers, e-mail addresses and other personal data in the course of their contractual relationship. In that case both parties shall use such personal data in accordance with applicable laws on the protection of personal data, in particular, to the extent that this is applicable, the requirements of the General Data Protection Regulation of the European Union of 4 May 2016 (EU 2016/679; "GDPR") and shall ensure that no unauthorised third parties will have access to such personal data without the consent of the affected individuals or based on another legal reason to process such data.
- 17.2. The parties shall keep personal data of the other party strictly confidential and process such data solely for contractual purposes. The party who processes personal data is responsible for the lawfulness of its processing as well as for ensuring the rights of the data subjects.

## 17. 个人数据保护

- 17.1. 双方可在其合同关系存续期间交换姓名、电话号码、电子邮件地址等个人数据。在此情形下，双方应依据有关个人数据保护的适用法律使用此等个人数据，尤其是在适用范围内，依据2016年5月4日颁布的《欧盟通用数据保护条例》（欧盟2016/679；“GDPR”）；且应确保未经受影响个人同意或在未提供旨在处理此等数据的其他法律依据的情形下，未经授权的第三方无权访问此等个人数据。
- 17.2. 双方应对另一方的个人数据严格保密，且仅为合同目的处理此等数据。处理个人数据的一方应对其处理行为的合法性负责，且应保障数据主体的权利。

## 18. Rights in the outcome of the work, in particular in software

To the extent that intellectual property rights have been created in the outcomes of GÜDEL's work, those rights remain vested solely in GÜDEL. GÜDEL grants the customer a non-exclusive and non-transferable right to use such results for its own purposes; that right is compensated by the payment made by the customer for the Services provided. GÜDEL is entitled to make free use of the know-how acquired in the course of performance of the contract (ideas, concepts, processes, etc.) and acquires unlimited ownership thereof.

## 18. 工作成果所附带的，尤其是软件所附带的权利

如知识产权是在GÜDEL的工作成果中产生的，则此等权利应仍归GÜDEL所有。GÜDEL授予客户为其自身目的使用此等成果的非排他性和不可转让的权利；该权利通过客户就所提供服务支付有关款项的方式予以补偿。GÜDEL有权免费使用在合同履行过程中获得的专有技术（理念、概念、流程等），且可获得与之有关的无限所有权。

## 19. Final provisions

- 19.1. If a provision hereof or any partial provision is held by any competent court or authority to be invalid or unenforceable, such provision or partial provision will be deemed null and void, the remaining portions hereof continuing to be in full force and effect. The parties shall replace such invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences, provided that the content of these terms and conditions is not materially altered. The same applies should any gaps or loopholes be found.
- 19.2. No delay or omission of GÜDEL to exercise any right or remedy granted shall operate as a waiver of such rights,
- 19.3. Any communication transmitted via facsimile or electronically (e.g. via the Internet, including but not limited to EDI, cXML, e-mail) shall also be considered to have been made "in writing".

## 19. 最后条款

- 19.1. 如本合同的任何条款或任何部分条款被任何管辖法院或当局判定为无效或不可强制执行，则该条款或该部分条款应视为无效，但本合同项下的其余条款应继续具有充分效力。双方应以具有类似经济后果的有效且可强制执行的条款替换该无效或不可强制执行的条款，但前提是，本条款和条件的内容未发生实质性改变。如发现任何差异或漏洞，则上述规定应同样适用。
- 19.2. GÜDEL延期行使或未行使授予的任何权利或救济不得视为对该权利的放弃。
- 19.3. 通过传真或电子方式（例如通过互联网，包括但不限于EDI、cXML、电子邮件）传输的任何通信亦应视为“以书面形式”作出。

## 20. Applicable law and place of jurisdiction

- 20.1. The contract between the Parties is subject to the substantive laws in force at GÜDEL's place of business, the UN-Convention on Contract for the International Sale of Goods (CISG) expressly being excluded.
- 20.2. If parties are located in the same country, the exclusive place of jurisdiction for all legal actions ("subject-matter in dispute") arising from or in connection with an order or another contract between the parties shall be GÜDEL's place of business. If parties are located in different countries, GÜDEL and/or the customer are/is entitled to bring the subject-matter in dispute before the competent court(s) where either party's place of business is located.

Effective as of September, 2019

## 20. 适用法律和管辖权

- 20.1. 双方之间的合同受GÜDEL营业地现行实体法之约束,《联合国国际货物销售合同公约》(CISG)被明确排除在外。
- 20.2. 如双方位于同一国家,则由双方之间的订单或其他合同引起的或与之有关的所有法律诉讼(“争议标的”)的专属管辖地应为GÜDEL的营业地。如双方位于不同的国家,则GÜDEL和/或客户有权将争议标的提交给任何一方营业地管辖法院。

自2019年9月起生效